



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 09, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**USE AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND THE CITY OF LA PUENTE
PUENTE CREEK - PARCELS 13 AND 50
IN THE CITY OF LA PUENTE
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

This action is to approve a Use Agreement for recreational purposes between the Los Angeles County Flood Control District and the City of La Puente along a portion of Puente Creek in the City of La Puente.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Acting as a responsible agency for the proposed project, consider the Negative Declaration prepared and adopted by the City of La Puente as lead agency, together with any comments received during the public review period, certify that the Board of Supervisors has independently considered and reached its own conclusions regarding the environmental effects of the project as shown in the Negative Declaration, and find on the basis of the whole record before your Board that there is no substantial evidence the project will have a significant effect on the environment.
2. Find that the proposed 20-year Use Agreement between the Los Angeles County Flood Control District and the City of La Puente, for recreational purposes along a portion of Puente Creek, Parcels 13 and 50, in the City of La Puente, will not interfere with the primary purposes of the Los Angeles County Flood Control District.

3. Instruct the Chair of the Board of Supervisors to sign the Use Agreement and authorize delivery to the City of La Puente.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval from the County of Los Angeles Board of Supervisors, acting as the governing body of the Los Angeles County Flood Control District, for a Use Agreement between the Los Angeles County Flood Control District (LACFCD) and the City of La Puente (City), along a portion of Puente Creek, Parcels 13 and 50, located in the City for recreational purposes. The City proposes to construct, operate, and maintain access point improvements, landscaping, and an irrigation system in connection with the City's Puente Creek Nature Education Center project.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Community and Municipal Services (Goal 3). The improvements will enhance river aesthetics and recreational opportunities in the area, thereby improving the quality of life for the residents of the County of Los Angeles.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

There will be no monetary consideration paid for this Use Agreement. Since use of the LACFCD property is for recreational purposes, the Los Angeles County Flood Control Act provides for LACFCD property to be for these purposes as long as the public recreational purposes are compatible with the LACFCD purposes of flood control, water quality, and water conservation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Parcels 13 and 50 are located along the northern side of Puente Creek, east of Nelson Avenue, in the City of La Puente.

The Use Agreement is for 20 years.

The proposed Use Agreement is authorized by Section 2, paragraph 14, of the Los Angeles County Flood Control Act. This Section authorizes the LACFCD.... "To provide, by agreement with other public agencies... for the recreational use of the lands, facilities, and works of such district, which shall not interfere or be inconsistent, with the primary use and purpose of such lands, facilities, and works by such district."

The Use Agreement has been reviewed and approved by County Counsel as to form.

ENVIRONMENTAL DOCUMENTATION

An Initial Study was prepared for the project by the lead agency, the City, in compliance with the California Environmental Quality Act. The Initial Study showed that there is no substantial evidence

that the project may have a significant effect on the environment. Based on the Initial Study, a Negative Declaration was prepared by the City and a Notice of Determination was filed with the Registrar-Recorder/County Clerk on June 28, 2007.

The project is not exempt from payment of a fee to the California Department of Fish and Game pursuant to Section 711.4 of the Fish and Game Code to defray the costs of fish and wildlife protection and management incurred by the California Department of Fish and Game. The City of La Puente has paid the fee. Upon your Board's finding that the project will not have a significant effect on the environment, the Department of Public Works (Public Works) will file a Notice of Determination in accordance with Section 21152(a) of the California Public Resources Code and pay the required filing fees with the Registrar-Recorder/County Clerk in the amount of \$75.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action allows for the use and enjoyment of the LACFCD right of way by the public without interfering with the primary mission of the LACFCD.

CONCLUSION

Please return one adopted copy of this letter and two executed Use Agreements to Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,



GAIL FARBER
Director

GF:SGS:hp

Enclosures

c: Auditor-Controller (Accounting Division - Asset
Management)
Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office

RECEIVED
CITY OF LA PUENTE
2010 MAR 11 P 5:22

AGREEMENT NO. _____
PUENTE CREEK
PARCELS 13 AND 50
THOMAS GUIDE NO. 638 (C6)
FIRST DISTRICT
RW MAP NO. 138-RW 4.1

USE AGREEMENT

This Use Agreement is entered into by and between the

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic,

herein referred to as "DISTRICT"

and

CITY OF LA PUENTE,
a municipal corporation

herein referred to as "USER"

RECITALS

The DISTRICT owns the fee title for that portion of the Puente Creek located in the City of La Puente, State of California, as more particularly shown on Exhibit A, attached hereto and hereafter referred to as "PREMISES"; and

USER proposes to use a portion of PREMISES, for recreational purposes, in connection with the USER's La Puente Nature Education Center, hereafter referred to as "PROJECT"; and

USER proposes to install and maintain certain improvements on PREMISES in connection with the PROJECT, as depicted on Exhibit B, attached hereto, specifically including: access point improvements, landscaping, and an irrigation system, hereafter collectively referred to as "IMPROVEMENTS".

NOW, THEREFORE, in consideration of the promises and faithful performance by USER and DISTRICT of mutual covenants herein contained, for the period of time herein set forth, the DISTRICT and USER hereto mutually agree as follows:

SECTION 1. Authorized Use

- 1.1. USER is authorized and permitted to use PREMISES for the construction, operation, maintenance, and use of IMPROVEMENTS, in accordance with

the terms and conditions of this Use Agreement. Any other use of PREMISES by USER is expressly prohibited.

- 1.2. USER's use of the PREMISES shall be subordinate to the primary uses and purposes of the PREMISES for watershed management, including flood control, water conservation, and water quality purposes, by DISTRICT and others (pursuant to DISTRICT's permission), and USER's use of the PREMISES shall at no time interfere with the use of PREMISES or the use of DISTRICT's adjacent property and/or improvements for such purposes.

SECTION 2. Construction and Maintenance of Improvements

- 2.1. USER shall be the lead agency and will provide the necessary environmental clearances and any other permits as required by law in connection with the IMPROVEMENTS.
- 2.2. USER shall bear all costs in connection with the construction of the IMPROVEMENTS, including preparation of plans and specifications and all construction costs and expenses.
- 2.3. Prior to commencement of any construction activity on PREMISES by or on behalf of USER, USER shall submit the plans and specification for the IMPROVEMENTS to, and shall apply for and obtain a no-fee permit from, the Construction Division, Subdivision and Permits Unit, of the Los Angeles County Department of Public Works. USER shall also obtain DISTRICT'S written approval prior to making any changes to the approved plans and specifications.
- 2.4. Upon completion of the construction of the IMPROVEMENTS, USER shall provide DISTRICT with approved As-Built plans. USER shall obtain DISTRICT's written approval prior to making any modifications or alterations to the IMPROVEMENTS.
- 2.5. USER shall keep, inspect and maintain the PREMISES and the IMPROVEMENTS in a safe, clean, and orderly condition at all times during the term of this Use Agreement and shall not permit trash and debris including but not limited to, rubbish, tin cans, bottles, and garbage, to accumulate at any time, nor shall USER commit, suffer, or permit any waste on the PREMISES or IMPROVEMENTS or permit any acts to be done in violation of any laws or ordinances thereon.
- 2.6. USER shall remove graffiti from the PREMISES and IMPROVEMENTS and any other walk, fences, and signs which are located within the PREMISES anytime graffiti is discovered by USER or any time USER is

notified by DISTRICT. USER shall remove the graffiti in accordance with the following:

- 2.6.1. Remove vulgar graffiti (i.e. profane, obscene, or racist) within 24 hours, Monday through Friday.
- 2.6.2. Remove other graffiti within 72 hours, Monday through Friday.
- 2.6.3. USER shall not be required to remove graffiti on the weekend (i.e. Saturday and Sunday).
- 2.7. USER shall replace or repair any property of DISTRICT that becomes damaged by USER or any person entering the PREMISES at USER'S invitation or with the consent of the USER, either expressed or implied, within a reasonable time, to the satisfaction of the DISTRICT or shall compensate the DISTRICT for the damage within thirty (30) days of billing.
- 2.8. USER shall close all gates and take all actions necessary to render the PREMISES inaccessible to public access in the event USER abandons its operation and maintenance of the PREMISES, or when the weather forecast for the next 24-hour period is for one inch of rain or more, or when notified by the DISTRICT.

SECTION 3. Term

- 3.1. The term of this Use Agreement shall be for twenty (20) years (hereinafter referred to as "Initial Term"), subject to the DISTRICT's right to terminate USER's use as provided for in Section 4, below.
- 3.2. This Use Agreement shall expire at the end of the Initial Term provided, however, that DISTRICT may extend the term of this Use Agreement, beyond the Initial Term, subject to such terms and conditions as it deems appropriate, upon receipt of a written request from USER, no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term.

SECTION 4. Termination of Use

- 4.1. DISTRICT shall have the right to cancel and terminate USER's use of PREMISES, pursuant to this Use Agreement, by giving USER at least one hundred eighty (180) days prior written notice, under the following conditions:
 - 4.1.1. DISTRICT proposes to implement a project on or including the PREMISES for watershed management purposes, including flood control, water conservation, and water quality; and

- 4.1.2. DISTRICT determines, in good faith, that the IMPROVEMENTS and/or USER's use of the PREMISES, or any of them, would be substantially incompatible with the proposed project; and
- 4.1.3. DISTRICT has notified USER of the basis for DISTRICT's determination that a substantial incompatibility will exist and has provided USER with a reasonable opportunity to propose modifications to the IMPROVEMENTS or USER's use of the PREMISES that will eliminate the incompatibility.
- 4.2. DISTRICT shall have the right to cancel and terminate USER's use of PREMISES, pursuant to this Use Agreement by giving USER at least sixty (60) days prior written notice, if USER breaches any term or condition of this Use Agreement.
- 4.3. DISTRICT shall have the right to immediately cancel and terminate USER's use of PREMISES, pursuant to this Use Agreement, or in the DISTRICT's sole discretion, to temporarily suspend such use, in the event DISTRICT determines, in good faith, that it is necessary for DISTRICT to enter and take exclusive possession of PREMISES in order respond to an emergency, as defined in Public Contract Code Section 1102.
- 4.4. USER shall have the right to cancel and terminate its use of PREMISES pursuant to this Use Agreement for any reason by giving DISTRICT at least sixty (60) days prior written notice.

SECTION 5. Removal of Improvements and Restoration of Premises

- 5.1. Upon the expiration or sooner termination of this Use Agreement, USER shall, at its own expense, remove the IMPROVEMENTS and restore the PREMISES to a condition similar or better than that which existed on the effective date of this Use Agreement, reasonable wear and tear excepted.
- 5.2. If USER fails to remove the IMPROVEMENTS and restore the PREMISES within ninety (90) days of the expiration of this Use Agreement, or sooner termination of USER's use of PREMISES, DISTRICT may remove the IMPROVEMENTS.
- 5.3. If DISTRICT removes the IMPROVEMENTS pursuant to subsection 5.2, DISTRICT shall submit a billing invoice to USER indicating the costs and expenses incurred by DISTRICT in connection with the removal of the IMPROVEMENTS and USER shall reimburse DISTRICT all such costs and expenses within thirty (30) days of the billing invoice.

SECTION 6. Miscellaneous Terms and Conditions

6.1. Indemnification

6.1.1. In accordance with Government Code Section 895.4, DISTRICT and USER agree to apportion responsibility and indemnification notwithstanding any other provision of law as follows:

6.1.1.1. USER shall indemnify, defend, and hold DISTRICT and the County of Los Angeles, and their respective officers, employees, and agents harmless from and against any claims, demands, liability, damages, costs, and expenses, asserted against the DISTRICT by any third party; including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or related to the construction, reconstruction, maintenance, operation, use or removal of the IMPROVEMENTS or USER's use of the PREMISES.

6.1.1.2. DISTRICT shall indemnify, defend, and hold USER, and its officers, employees, and agents harmless from and against any claims, demands, liability, damages, costs, and expenses asserted against USER by any third party; including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or related to the construction, reconstruction, maintenance, operation, or removal of any improvements constructed or maintained by DISTRICT on, above, or under the PREMISES or arising from any and all uses of the PREMISES by DISTRICT.

6.1.2. USER releases DISTRICT from all claims, demands and liability, arising out of any damage to or destruction of the IMPROVEMENTS or the PREMISES caused by DISTRICT's watershed management activities, including any flood control, water conservation or water quality activities on the PREMISES, or caused by any flooding of the PREMISES. This release shall not apply to claims for indemnification with respect to third-party claims asserted against USER as described in Section 6.1.1.2, above.

6.1.3. Each party to this Use Agreement shall include the other within the protection of any indemnification clause contained in any ancillary contract relating to the PREMISES.

- 6.2. Without limiting USER's indemnification of the DISTRICT, USER shall procure and maintain in full force and effect during the term of this Use Agreement, insurance policies providing for the following insurance coverage:
- Comprehensive general liability and property damage coverage with a combined single limit liability in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000), per occurrence.
 - Worker's Compensation coverage in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the DISTRICT and USER against any loss, claim or damage arising from any injuries or occupation diseases occurring to any worker employed by or any person retained by USER in the course of carrying out the work or services contemplated in this Agreement.
 - The County of Los Angeles and Los Angeles County Flood Control District, its governing board, officers, agents, contractors, and employees shall be named as Additional Insureds on all policies of liability insurance. USER shall furnish to DISTRICT a Policy of Insurance evidencing USER's insurance coverage no later than (10) working days after execution of the Agreement, but before USER takes possession of the Premises. Upon renewal of said policy USER shall furnish to DISTRICT a Certificate evidencing USER'S continued insurance coverage as required herein.
 - The DISTRICT may accept, should USER elect to provide, a Certificate of Self-Insurance. The limits of such self-insurance coverage shall meet or exceed those stated herein.
- 6.3. USER and DISTRICT shall have no financial obligation to each other under this Use Agreement, except as herein expressly provided.
- 6.4. The parties expressly recognize and intend that in consideration of this Use Agreement which is primarily for USER's benefit, that DISTRICT is not to incur any liability whatsoever, for any injury, death, or property damage arising from any use of the PREMISES or the IMPROVEMENTS by persons who gain entry through openings or areas provided for USER's use.
- 6.5. DISTRICT, its Board, any authorized officer, engineer, employee, or contractor, through its agents or representatives, shall have full right and authority to enter in and upon PREMISES at any and all reasonable times during the term of this Use Agreement, all without interference or hindrance by USER, its agents, officers, contractors, employees, or representatives, for the purpose of inspecting the same and to serve or

post any notice required or permitted by law for protection of any right or interest of DISTRICT.

- 6.6. Except as to fuels, lubricants and products associated with motorized vehicles, equipment, gardening or maintenance-related substances, or all of the above, USER shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about the PREMISES without the prior written consent of the DISTRICT which consent shall not be unreasonably denied. In the event of spillage, leakage or escape or any hazardous substance onto the PREMISES, USER shall immediately notify DISTRICT by calling (800) 675-4357. If the spillage, leakage or escape was caused by USER, USER shall promptly remove any such substance from the PREMISES to the DISTRICT's satisfaction. In addition to removing any of USER's hazardous substances, USER shall be liable for and reimburse DISTRICT for any and all cost and expenses that DISTRICT may incur or suffer as a result thereof. Such responsibility shall include cost or expenses as DISTRICT may incur by reason of Federal, State, local or other authoritative agency's laws and regulations. Notwithstanding the foregoing, USER shall have no responsibility regarding any spill, leak or escape associated with any of DISTRICT's tenants, licensees or easement holders.
- 6.7. Any notice to be given or document to be delivered by DISTRICT or USER to the other party may be delivered in person to either party or by private courier or may be deposited in the United States mail, duly registered or certified, with postage prepaid and addressed to the party for whom intended as follows:

To DISTRICT:

Los Angeles County Flood Control District
Attention Mapping & Property Management Division
P.O. Box 1460
900 South Fremont Avenue
Alhambra, CA 91802-1460

tel.: (626) 458-7065 or (626) 458-7072; fax (626) 289-3618
[for Emergencies, contact (626) 458-HELP (4357)]

To USER:

City of La Puente
City Manager
15900 E. Main Street
La Puente, CA 91744-4719

tel.: (626) 855-1500
fax: (626) 961-4626

- 6.8. This Use Agreement shall become effective on the date that it has been executed by the last party to execute the Use Agreement.
- 6.9. Governing Law: The laws of California shall govern this Use Agreement.
- 6.10. Attorneys Fees: If a party to this Use Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Use Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 6.11. Venue: In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Los Angeles or in the United States District Court for the Central District of California.
- 6.12. Severability: If a court of competent jurisdiction finds or rules that any provision of this Use Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Use Agreement shall not void or affect the validity of any other provision of this Use Agreement.

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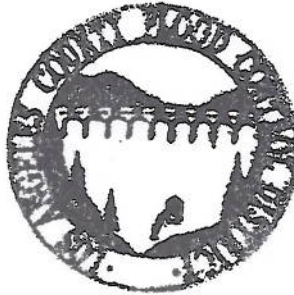
IN WITNESS WHEREOF, DISTRICT and USER have caused this instrument to be executed by and through their respective, duly authorized officers.

USER:
CITY OF LA PUENTE,
a municipal corporation

By [Signature] Date 3/17/2010

Approved as to Form:

[Signature]
City Attorney



ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By [Signature], Deputy

DISTRICT:

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
a body corporate and politic

By [Signature] Date June 9, 2010

77287

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: [Signature]

HOA.654837.1

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature] Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

45 JUN 9 2010

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On March 17, 2010 before me, Diana Giron

Date

Here Insert Name and Title of the Officer

personally appeared Nadia Alicia Mendoza

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Use Agreement - Los Angeles County Flood Control District and City of La Puente

Document Date: March 17, 2010

Number of Pages: 12

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Nadia Alicia Mendoza

☒ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: city of La Puente

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

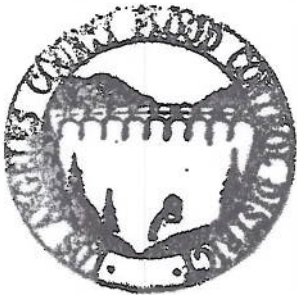
RIGHT THUMBPRINT OF SIGNER
Top of thumb here

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring the Chairman's signature.

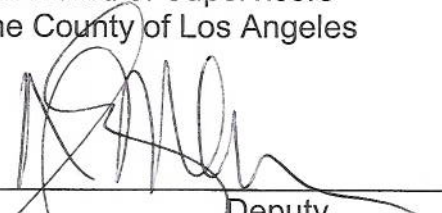
The undersigned hereby certifies that on this 9 day of June, 2010, the facsimile signature of GLORIA MOLINA, Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



(LACFCD-SEAL)

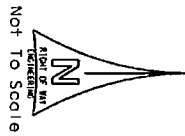
SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By  _____
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By  _____
Deputy



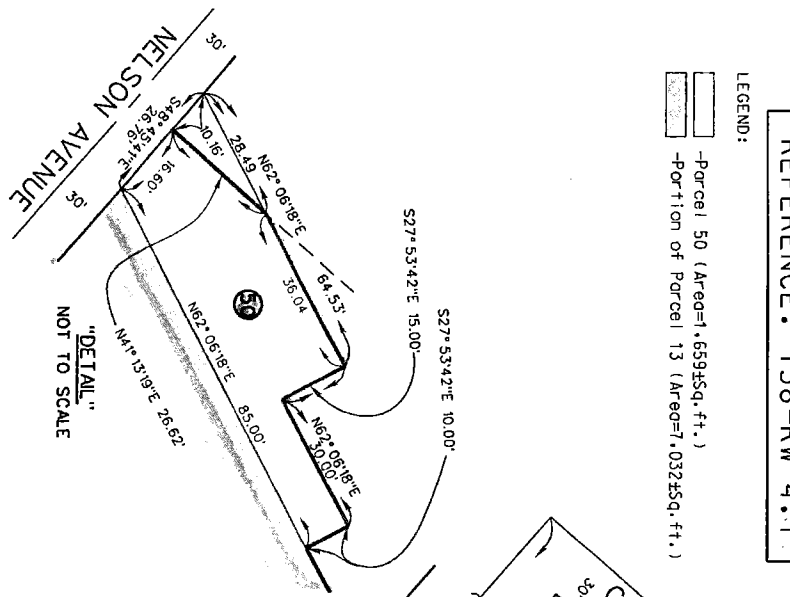
Not To Scale

PUEENTE CREEK
REFERENCE: 138-RW 4.1

LEGEND:

- Parcel 50 (Area=1,659±Sd.ft.)
- Portion of Parcel 13 (Area=7,032±Sd.ft.)

TRACT NO. 606
M.B. 15 - 142 - 143



C:\WPFILES\AMM\Microdocs\138-RW4.1

Notes: Record distances shown in ()

TRACT NO. 21224
M.B. 563 - 15 - 19

EXHIBT A

[illegible]

| CONCRETE ALTERNATES | | DERIVATIVE BID | |
|---------------------|--------------------|----------------|-----------------|
| BASE BID | | | |
| 1 | PURCH SHEET PILING | 2 | FOOTINGS |
| 3 | RESTROOM BUILDING | 4 | CONCRETE SLAB |
| 5 | TERRAZZO STEEL | 6 | QUARRYING CHAIN |
| 7 | TRUCKS AND PUMPS | 8 | LAND FILLING |

| CONCRETE ALTERNATES | | DERIVATIVE BID | |
|---------------------|--|----------------|--|
| BASE BID | | DERIVATIVE BID | |
| 1 | PURCHASE SHEET FOOTINGS AND WITH | | |
| 2 | RESTROOM BUILDING CONCRETE SLAB | | |
| 3 | TERRACE STEEL CONCRETE CHAIN LAMP PIERCE | | |

| CONCRETE ALTERNATES | | DERIVATIVE BID | |
|---------------------|--------------------|----------------|-----------------|
| BASE BID | | | |
| 1 | PURCH SHEET PILING | 2 | FOOTINGS |
| 3 | RESTROOM BUILDING | 4 | CONCRETE SLAB |
| 5 | TERRAZZO STEEL | 6 | QUARRYING CHAIN |
| 7 | TRUCKS AND PUMPS | 8 | LAND FILLING |

[illegible]

| DESCRIPTION | SYMBOL | DETAIL | QUANT. |
|---|--------|------------|--------|
| 17 RESTRAINING SEAT WALL WITH COUPLER | | F 11/C2-20 | |
| 18 BARE METAL PILING SHIELD IN ICON MODE. AND/OR THRU-ROBE STYL. PILING COUPLER CAN BE PILING COUPLER IS SELECTED IN COLUMN OF SHEET. INDICATIVE PILE TYPING IS IN PLACE OF PILING SHEET. PROVIDE COMMENT IF NOT WITH 100% CONFORM. | | A11/C27 | |
| 19 CONCRETE MOVING CHAIR | | E 11/C2-26 | |
| 20 RETAIL DISPLAY CASE STRIPAD WITH COUPLER. MAXIMUM PILING DETAIL | | A11/C21 | |
| 21 TANKER ENCLOSURE | | A11/C2-6 | |
| 22 ACCESSIBLE PARKING SPACE | | DE 11/C25 | |
| 23 ACCESSIBLE PAVEMENT FOR TRUCK | | N/A | |

| SITE FURNISHING LEGEND: | | SYMBOL | DETAIL | QUANT. |
|--|--|--------|-----------|--------|
| DESCRIPTION | | | | |
| 1 THUNDERBOLT AND LIGHTNING BOLT (IN PLACE OF CREATIVE PILING. 2 SERVICE MOUND ENJOINED MOUND. POWER CABLE. MOUNTING. TIE ROD. F11/C2-40. 3. PILING. 100-20-505) | | — | E11/C22 | 1 |
| 2 THUNDERBOLT AND LIGHTNING BOLT (IN PLACE OF CREATIVE PILING. 2 SERVICE MOUND ENJOINED MOUND. POWER CABLE. MOUNTING. TIE ROD. F11/C2-40. 3. PILING. 100-20-505) | | ○ | F 11/C22 | 6 |
| 3 ALA. REILLOU DRAINAGE PAVING. 1. HANG MOUNT. 100-20-505 WITH "ANTI-COR" CORNER | | ◇ | G2 11/C23 | 1 |
| 4 MOUNTING. 100-20-505 WITH "ANTI-COR" CORNER | | ◇ | DE 11/C22 | 3 |
| 5 MOUNTING. 100-20-505 WITH "ANTI-COR" CORNER | | ◇ | F 11/C22 | 5 |

| SITE SIGNAGE AND INTERPRETIVE SIGNS: | | SYMBOL | DETAIL | QUANT. |
|---|--|--------|------------|--------|
| DESCRIPTION | | | | |
| 1 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | B 11/C2-8 | 1 |
| 2 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 3 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 3 |
| 4 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 3 |

| PLAYGROUND EQUIPMENT: | | SYMBOL | DETAIL | QUANT. |
|---|--|--------|------------|--------|
| DESCRIPTION | | | | |
| 1 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 2 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 3 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 4 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |

| PLAYGROUND EQUIPMENT: | | SYMBOL | DETAIL | QUANT. |
|---|--|--------|------------|--------|
| DESCRIPTION | | | | |
| 1 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 2 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 3 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 4 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |

| PLAYGROUND EQUIPMENT: | | SYMBOL | DETAIL | QUANT. |
|---|--|--------|------------|--------|
| DESCRIPTION | | | | |
| 1 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 2 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 3 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 4 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |

| PLAYGROUND EQUIPMENT: | | SYMBOL | DETAIL | QUANT. |
|---|--|--------|------------|--------|
| DESCRIPTION | | | | |
| 1 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 2 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 3 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 4 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |

| PLAYGROUND EQUIPMENT: | | SYMBOL | DETAIL | QUANT. |
|---|--|--------|------------|--------|
| DESCRIPTION | | | | |
| 1 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 2 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 3 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 4 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |

| PLAYGROUND EQUIPMENT: | | SYMBOL | DETAIL | QUANT. |
|---|--|--------|------------|--------|
| DESCRIPTION | | | | |
| 1 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 2 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 3 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 4 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |

| PLAYGROUND EQUIPMENT: | | SYMBOL | DETAIL | QUANT. |
|---|--|--------|------------|--------|
| DESCRIPTION | | | | |
| 1 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 2 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 3 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 4 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |

| PLAYGROUND EQUIPMENT: | | SYMBOL | DETAIL | QUANT. |
|---|--|--------|------------|--------|
| DESCRIPTION | | | | |
| 1 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 2 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | 100-20-505 | 1 |
| 3 PAVING. 100-20-505 WITH "ANTI-COR" CORNER | | 1 | | |

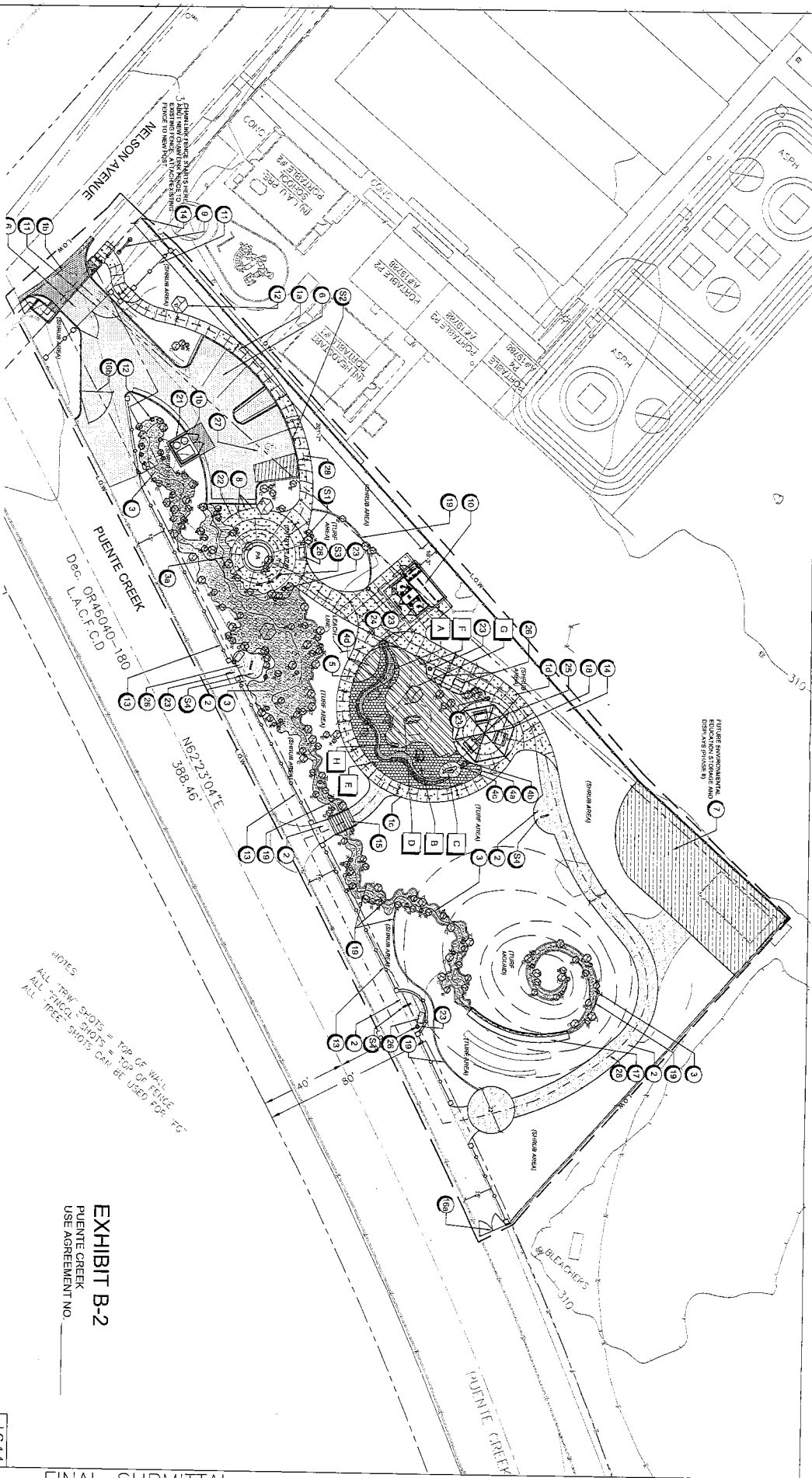
| DESCRIPTION | SYMBOL | DETAIL | QUANT. |
|---|--------|------------|--------|
| 17 RESTRAINING SEAT WALL WITH COUNTER: | | F 11/C2-20 | |
| 18 BARE METAL PILING SHIELD IN ICON MODE. AND/OR THINNE BARE METAL PILING SHIELD CONCRETE CAST IN PLACE. COORDINATE WITH INTERVIEWER IN PLACE OF PILING SHIELD. COORDINATE WITH INTERVIEWER IN PLACE OF PILING SHIELD. COORDINATE WITH INTERVIEWER IN PLACE OF PILING SHIELD. | | A11/C2-7 | |
| 19 CONCRETE MOVING CHAIR | | E 11/C2-26 | |
| 20 RETAIL DISPLAY CASE WITH COORDINATE MOVING CHAIR DETAIL | | A11/C2-1 | |
| 21 TANKER ENCLOSURE | | A11/C2-6 | |
| 22 ACCESSIBLE PARKING SPACE | | DE 11/C2-5 | |
| 23 ACCESSIBLE PAVEMENT FOR TRUCK | | N/A | |

| SITE FURNISHING LEGEND: | | SYMBOL | DETAIL | QUANT. |
|---|--|--------|----------|--------|
| DESCRIPTION | | | | |
| 24 THUNDERBOLT BOMB BOMB (M.F.E.) BY CREATING PINE. 5 SERVICE BOMB (M.F.E.) | | - | E11/C2-2 | 1 |
| 25 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 26 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 27 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 28 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 29 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 30 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 31 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 32 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 33 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 34 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 35 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 36 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 37 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 38 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 39 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 40 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 41 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 42 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 43 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 44 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 45 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 46 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 47 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 48 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 49 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 50 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 51 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 52 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 53 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
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| 55 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 56 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 57 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 58 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 59 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 60 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 61 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 62 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 63 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 64 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 65 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 66 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 67 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 68 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 69 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 70 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 71 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 72 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 73 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 74 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 75 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 76 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 77 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 78 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 79 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 80 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 81 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 82 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 83 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 84 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 85 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 86 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 87 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 88 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 89 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 90 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 91 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 92 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| 93 ACCESSIBLE PARKING SPACE | | | E11/C2-2 | 1 |
| | | | | |

| DESCRIPTION | SYMBOL | DETAIL | QUANT. |
|---|--------|--------|--------|
| 18 PARKING LOT: BARRICADE BARRIER BARRICADE | | | |

[illegible]

FINAL SUBMITTAL

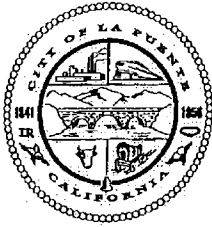


SEE SHEET LC-1.0 FOR CONSTRUCTION LEGEND AND NOTES
 SEE SHEETS LC-1.1 FOR CONSTRUCTION PLANS
 SEE SHEETS LC-2.0 - LC-2.7 FOR CONSTRUCTION DETAILS

NOTES:
 ALL "TRIM" SHOTS = TOP OF WALL
 ALL "THICK" SHOTS = TOP OF FENCE FOR "F5"
 ALL TREE SHOTS CAN BE USED FOR "F5"

EXHIBIT B-2
 PUENTE CREEK
 USE AGREEMENT NO. _____

| | | | |
|---|--|---|--|
| AS BUILT | | UTILITY NOTE | |
| PROJECT NO. 05-000 DATE: September 2, 2009 PROJECT LOCATION: Puente Creek, San Diego, CA 92109 PROJECT OWNER: City of La Puente PROJECT MANAGER: George Yarbrough, Assistant City Manager | | THIS SHEET IS A PART OF THE PROJECT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. ANY CHANGES TO THIS SHEET MUST BE APPROVED BY THE PROJECT MANAGER. | |
| PROJECT NO. 05-000 DATE: September 2, 2009 PROJECT LOCATION: Puente Creek, San Diego, CA 92109 PROJECT OWNER: City of La Puente PROJECT MANAGER: George Yarbrough, Assistant City Manager | | PROJECT NO. 05-000 DATE: September 2, 2009 PROJECT LOCATION: Puente Creek, San Diego, CA 92109 PROJECT OWNER: City of La Puente PROJECT MANAGER: George Yarbrough, Assistant City Manager | |
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| PROJECT NO. 05-000 DATE: September 2, 2009 PROJECT LOCATION: Puente Creek, San Diego, CA 92109 PROJECT OWNER: City of La Puente PROJECT MANAGER: George Yarbrough, Assistant City Manager | | PROJECT NO. 05-000 DATE: September 2, 2009 PROJECT LOCATION: Puente Creek, San Diego, CA 92109 PROJECT OWNER: City of La Puente PROJECT MANAGER: George Yarbrough, Assistant City Manager | |



City of La Puente

15900 E. Main Street La Puente, CA 91744 Telephone (626) 855-1500 Fax (626) 961-4626

RECEIVED
CITY OF LA PUENTE
CLERK'S OFFICE
JUN 28 AM 10:12

NEGATIVE DECLARATION

Notice is hereby given that the City of La Puente has prepared an Environmental Initial Study pursuant to State and City Guidelines and Regulations for implementation of the California Environmental Quality Act (CEQA), for the following project:

Project: **Puente Creek Nature Education Center**
Address: Currently no address- vacant parcel between Nelson Elementary School and Puente Creek, La Puente, CA 91744
Applicant: City of La Puente
15900 E. Main Street
La Puente, CA 91744
Contact: Gregg Yamachika, Community Development Director

FILED

MAY 26 2006

CONNOR D. MCCORMACK, COUNTY CLERK
H. Harper
H. HARPER DEPUTY

Description of the Project:

The City of La Puente acquired a vacant 41,630 square foot parcel located on the north side of Nelson Avenue between Nelson Elementary School, 330 N. California Avenue, and Puente Creek. The property is roughly triangular in shape and is flat and undeveloped. The City wishes to develop a Nature Education Center. The Puente Creek Nature Education Center will provide students and the community at large with a venue to learn about environmental issues. The Center will include a Nature Walk which will focus on flora and fauna native to Southern California and displays and kiosks pertaining to the environment, conservation, and resource protection will be provided to enhance the learning experience. A wetland reproduction and an outdoor classroom designed to enhance the educational experience are also envisioned. In keeping with the environmental theme, pervious paving material will be utilized in the construction of the 7-space on-site parking lot in order to reduce the on-site runoff and to serve as a demonstration project to illustrate how parking lots and other paved surfaces can be environmentally sensitive. Buildings include a 600 square foot public restroom, a 30' diameter gazebo, and a 900 square foot shelter for interactive displays. A rock-climbing feature and look-out deck over the Puente Creek Channel are also proposed.

Access to Nelson Avenue is only available from a driveway on the westerly abutment of the bridge crossing over the adjacent Puente Creek Flood Control Channel. The narrowness of the driveway opening and the traffic lanes on the bridge pose challenges for vehicular access, particularly for buses or vans that may be used to transport school

THIS NOTICE WAS POSTED
ON MAY 26 2006
UNTIL JUN 26 2006
REGISTRAR-RECORDER/COUNTY CLERK

06 0020549


children to the Nature Center for future field trips. The School District has approved the cooperative use of a part of the adjacent school property to address the access issue and to provide a portion of the parking and driveway facilities on the school property in order to maximize the area available for the Center itself.

Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) and the CEQA Guidelines of the City of La Puente, the Lead Agency has analyzed the project and determined that the project will not have a significant impact on the environment. Based on this finding, the Lead Agency prepared this NEGATIVE DECLARATION.

A copy of the Initial Study, documenting reasons to support the finding, is on file with the Lead Agency. The study found that the project would have less than significant impact on the environment and that no mitigation measures need be included in the project to avoid potentially significant effects.

A period of at least 21 days from the date of publication of the notice of this NEGATIVE DECLARATION was provided to enable public review of the project specifications, the Initial Study and this document prior to the final adoption of the NEGATIVE DECLARATION by the Lead Agency. A copy of the project specifications is on file in the offices of Community Development Department, City Hall, City of La Puente, 15900 E. Main Street, La Puente, CA 91744.

Date: 5-15-06

By: 
Community Development Director
(Title)

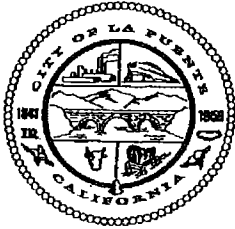
06 0020549

INITIAL STUDY
ENVIRONMENTAL ASSESSMENT
OF
PROPOSED
PUENTE CREEK NATURE EDUCATION CENTER
CITY OF LA PUENTE

Lead Agency
The City of La Puente
15900 East Main Street
La Puente, California 91744

Prepared by:
Community Development Department
City of La Puente
15900 East Main Street
La Puente, CA 91744

ATTACHMENT E



**CITY OF LA PUENTE
ENVIRONMENTAL SURVEY**

- 1. Project Title: Puente Creek Nature Education Center**
- 2. Lead Agency Name and Address: City of La Puente**
- 3. Contact Person and Phone Number: Gregg Yamachika, Interim Community Development Director**
- 4. Project Location: Between Nelson Elementary School and Puente Creek, La Puente, CA 91744**
- 5. Project Sponsor's Name and Address: City of La Puente, 15900 E. Main Street, La Puente, CA 91744**
- 6. General Plan Designation: Single-Family Residential**
- 7. Zoning: R-1**
- 8. Description of Project: (describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)**

The City of La Puente intends to acquire a vacant 41,630 square foot parcel located on the north side of Nelson Avenue between Nelson Elementary School, 330 N. California Avenue, and Puente Creek. The property is roughly triangular in shape and is flat and undeveloped. The City wishes to develop a Nature Education Center on the property to provide the local community as well as the students of the surrounding school districts the opportunity to learn about environmental issues that face our communities. The educational features that will be offered will include a Nature Walk, which will focus on flora native to Southern California, and interactive displays under a protective patio cover. The nature walk will provide interpretive, informational signage regarding plant characteristics. Along the walk,

interactive displays pertaining to the environment, conservation, and resource protection will be provided to enhance the learning experience. In keeping with the environmental theme, pervious paving material will be utilized in the construction of the on-site parking lot in order to reduce the on-sight runoff and to serve as a demonstration project to illustrate how parking lots and other hardscape surfaces can be ecologically sensitive.

Financing for the acquisition of the property and development of the site will be from a grant from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy.

9. Surrounding Land Uses and Setting: Briefly describe the project's surroundings.

The property is bounded on the north and west by playground and ball fields in the Nelson Elementary School, on the east by the Puente Creek Channel, and the south by Nelson Avenue. Beyond the immediate surroundings, general land uses to the north, west and east include single-family residential neighborhoods and industrial uses to the south, across Nelson Avenue. The property is accessed from a narrow frontage on Nelson Avenue, a portion of which may be over the Puente Creek Channel easement.

10. Other agencies whose approval is required.

(e.g., permits, financing approval, or participation agreement)

San Gabriel Rivers and Mountains Conservancy- Financing and Project Design

Los Angeles County Flood Control District-

For Access Easement over Puente Creek

Los Angeles County Fire Department-

Fire Access and Plan Check

Los Angeles County Sanitation District-

Sewer Connection

Southern California Edison,

Southern California Gas Company-

For additional service connections.

Environmental Factors Potentially Affected:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|---|--|--|
| <input type="checkbox"/> Land Use and Planning | <input type="checkbox"/> Transportation/Circulation | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Population and Housing | <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Utilities and Service Systems |
| <input type="checkbox"/> Geological Problems | <input type="checkbox"/> Energy and Minerals Resources | <input type="checkbox"/> Aesthetics |
| <input type="checkbox"/> Water | <input type="checkbox"/> Hazards | <input type="checkbox"/> Cultural Resources |
| <input type="checkbox"/> Air Quality | <input type="checkbox"/> Noise | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Mandatory Findings of Significance | | |

Determination

(To be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A NEGATIVE DECLARATION will be prepared.

X

I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐

I find that the proposed project MAY have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐

I find that although the proposed project could have a significant effect on the environment, there WILL NOT be a significant effect in this case because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project.

☐

Gregg Yamachika
Signature

2/4/04
Date

Gregg Yamachika
Printed Name

City of La Puente
For

Evaluation Of Environmental Impacts:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as one-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Potentially Significant Unless Mitigated Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). Earlier analysis are discussed in Section XVII at the end of the checklist.

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|--------------------------------------|--|------------------------------------|--------------|
| I. LAND USE AND PLANNING. Would the proposal: | | | | |
| a) Conflict with general plan designation or zoning? (b) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| b) Conflict with applicable environmental plans or policies adopted by agencies with jurisdiction over the project? (b) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| c) Be incompatible with existing land use in the vicinity? (a) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| d) Affect agricultural resources or operations (e.g., impacts to soils or farmlands, or impacts from incompatible land uses)? (a) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| e) Disrupt or divide the physical arrangement of an established community (including a low-income or minority community)? (a) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| II. POPULATION AND HOUSING. Would the proposal: | | | | |
| a) Cumulatively exceed official regional or local population projections? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| b) Induce substantial growth in an area either directly or indirectly (e.g. through project in an undeveloped area or extension of major infrastructure)? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| c) Displace existing housing, especially affordable housing? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------------|--|------------------------------------|--------------------------|
| III. GEOLOGICAL PROBLEMS. Would the proposal result in or expose people to potential impacts involving: | | | | |
| a) Fault rupture? (d) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| b) Seismic ground shaking? (d) | <input type="checkbox"/> | <input type="checkbox"/> | X | <input type="checkbox"/> |
| c) Seismic ground failure, including liquefaction? (e) | <input type="checkbox"/> | <input type="checkbox"/> | X | <input type="checkbox"/> |
| d) Seiche, tsunami, or volcanic hazard? (a) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| e) Landslides or mudflows? (a) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| f) Erosion, changes in topography or unstable soil conditions from excavation, grading, or fill? (a,c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| g) Subsidence of the land? (e) | <input type="checkbox"/> | <input type="checkbox"/> | X | <input type="checkbox"/> |
| h) Expansive soils? (b) | <input type="checkbox"/> | <input type="checkbox"/> | X | <input type="checkbox"/> |
| i) Unique geologic or physical features? (a) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| IV. WATER. Would the proposal result in: | | | | |
| a) Changes in absorption rates, drainage patterns, or the rate and amount of surface runoff? (c) | <input type="checkbox"/> | <input type="checkbox"/> | X | <input type="checkbox"/> |
| b) Exposure of people or property to water related hazards such as flooding? (c, g) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| c) Discharge into surface waters or other alteration of surface water quality (e.g. temperature, dissolved oxygen or turbidity)? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| d) Changes in the amount of surface water in any water body? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------------|--|------------------------------------|--------------------------|
| e) Changes in currents, or the course or direction of water movements? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| f) Change in the quantity of ground waters, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations, or through substantial loss of groundwater recharge capability? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| g) Altered direction or rate of flow of groundwater? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| h) Impacts to groundwater quality? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| i) Substantial reduction in the amount of groundwater otherwise available for public water supplies? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| V. AIR QUALITY. Would the proposal: | | | | |
| a) Violate any air quality standard or contribute to an existing or projected air quality violation? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| b) Expose sensitive receptors to pollutants? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| c) Alter air movement, moisture, or temperature. (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| d) Create objectionable odors? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| VI. TRANSPORTATION/CIRCULATION. Would the proposal result in: | | | | |
| a) Increased vehicle trips or traffic congestion? (c) | <input type="checkbox"/> | <input type="checkbox"/> | X | <input type="checkbox"/> |
| b) Hazards to safety from design features (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| c) Inadequate emergency access or access to nearby uses? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| d) Insufficient parking capacity on-site or offsite? (c,h) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|---------------------------------------|---|-------------------------------------|------------------|
| e) Hazards or barriers for pedestrians or bicyclists? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| f) Conflicts with adopted policies supported alternative transportation (e.g., bus turnouts, bicycle racks)? (b,c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| g) Rail, waterborne or air traffic impacts? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |

VII. BIOLOGICAL RESOURCES.

Would the proposal result in impacts to:

| | | | | |
|--|--------------------------|--------------------------|--------------------------|---|
| a) Endangered, threatened, or rare species or their habitats (including but not limited to plants, fish, insects, animals, and birds)? (a) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| b) Locally designated species (e.g., heritage trees)? (a) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| c) Locally designated natural communities (e.g., oak forest, coastal habitat, etc.)? (a) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| d) Wetland habitat (e.g., marsh, riparian, and vernal pool)? (a) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| e) Wildlife dispersal or migration corridors? (a) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |

VIII. ENERGY AND MINERAL RESOURCES.

Would the proposal:

| | | | | |
|--|--------------------------|--------------------------|--------------------------|---|
| a) Conflict with adopted energy conservation plans? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| b) Use non-renewable resources in a wasteful and inefficient manner? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| c) Result in the loss of availability of a known mineral resource that would be of future value to the region and the residents of the State? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------------|--|------------------------------------|--------------------------|
| IX. HAZARDS. Would the proposal involve: | | | | |
| a) A risk of accidental explosion or release of hazardous substances (including, but not limited to: oil, pesticides, chemicals, or radiation)? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| b) Possible interference with an emergency response plan or emergency evacuation plan? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| c) The creation of any health hazard or potential health hazard? (c, f) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| d) Exposure of people to existing sources of potential health hazards? (f) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| e) Increased fire hazard in areas with flammable brush, grass, or trees? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| X. NOISE. Would the proposal result in: | | | | |
| a) Increases in existing noise levels? (c) | <input type="checkbox"/> | <input type="checkbox"/> | X | <input type="checkbox"/> |
| b) Exposure of people to severe noise levels? (c) | <input type="checkbox"/> | <input type="checkbox"/> | X | <input type="checkbox"/> |
| XI. PUBLIC SERVICES. Would the proposal have an effect upon, or result in a need for, new or altered government services in any of the following areas: | | | | |
| a) Fire protection? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| b) Police protection? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| c) Schools? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| d) Maintenance of public facilities, including roads? (c) | <input type="checkbox"/> | <input type="checkbox"/> | X | <input type="checkbox"/> |
| e) Other governmental services? (c) | <input type="checkbox"/> | <input type="checkbox"/> | X | <input type="checkbox"/> |

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|--------------------------------------|--|------------------------------------|--------------|
| XII. UTILITIES AND SERVICE SYSTEMS. Would the proposal result in a need for a new systems or supplies, or substantial alterations to the following utilities. | | | | |
| a) Power or natural gas? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| b) Communications systems? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| c) Local or regional water treatment or distribution facilities? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| d) Sewer or septic tanks? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| e) Storm water drainage? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| f) Solid waste disposal? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| g) Local or regional water supplies? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| XIII. AESTHETICS. Would the proposal: | | | | |
| a) Affect a scenic vista or scenic highway? (a,c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| b) Have a demonstrable negative aesthetic effect? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| c) Create light or glare? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| XIV. CULTURAL RESOURCES. Would the proposal: | | | | |
| a) Disturb paleontological resources? (a,c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| b) Disturb archaeological resources? (a,c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| c) Affect historical resources? (a,c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| d) Have the potential to cause a physical change which would affect unique ethnic cultural values? (a,c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| e) Restrict existing religious or sacred uses within the potential impact area? (a,c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |

| Issues (and Supporting Information Sources): | Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------------|--|------------------------------------|--------------|
|--|--------------------------------------|--|------------------------------------|--------------|

XV. RECREATION. Would the proposal:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|---|
| a) Increase the demand for neighborhood or regional parks or other recreational facilities? (c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| b) Affect existing recreational opportunities? (a,c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |

XVI. MANDATORY FINDINGS OR SIGNIFICANCE.

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|---|
| a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| b) Does the project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| c) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effect of past projects, the effects of other current projects, and the effects of probable future projects). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| d) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |

XVII. EARLIER ANALYSES.

Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, one or more effects have been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case a discussion should identify the following on attached sheets:

- a) **Earlier analyses used.** Identify earlier analyses and state where they are available for review.
- b) **Impacts adequately addressed.** Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measure based on the earlier analysis.
- c) **Mitigation measures.** For effects that are "Less than Significant with Mitigation Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

INFORMATION SOURCES/ REFERENCES

- a. Field Observations
- b. General Plan
- c. Review of Proposed Development and Use of Project
- d. California Geological Survey Website (www.consrv.ca.gov/egs)
- e. California Department of Conservation, Mines and Geology Division Seismic Hazard Map, Baldwin Park Quadrangle, March 25, 1999.
- f. Phase One Environmental Assessment, USA Environmental, Inc, December, 2003.
- g. Federal Emergency Management Agency Flood Insurance Rate Map
- h. San Diego Traffic Generators, San Diego Association of Governments, 1990, revised in 1995 and 1996.

ENVIRONMENTAL CHECKLIST RESPONSES

8. Description of Project:

The City of La Puente intends to acquire a vacant 41,630 square foot parcel located on the north side of Nelson Avenue between Nelson Elementary School, 330 N. California Avenue, and Puente Creek. The property is roughly triangular in shape and is flat and undeveloped. The City wishes to develop a Nature Education Center on the property to provide the local community as well as the students of the surrounding school districts the opportunity to learn about environmental issues that face our communities. The educational features that will be offered will include a Nature Walk, which will focus on flora native to Southern California, and interactive displays under a protective patio cover. The nature walk will provide interpretive, informational signage regarding plant characteristics. Along the walk, interactive displays pertaining to the environment, conservation, and resource protection will be provided to enhance the learning experience. In keeping with the environmental theme, pervious paving material will be utilized in the construction of the on-site parking lot in order to reduce the on-sight runoff and to serve as a demonstration project to illustrate how parking lots and other hardscape surfaces can be ecologically sensitive.

9. The site is surrounded by the following land uses:

The property is bounded on the north and west by playground and ball fields in the Nelson Elementary School, on the east by the Puente Creek Channel, and the south by Nelson Avenue. Beyond the immediate surroundings, general land uses to the north, west and east include single-family residential neighborhoods and industrial uses to the south, across Nelson Avenue. The property is accessed from a narrow frontage on Nelson Avenue, a portion of which may be over the Puente Creek Channel easement.

10. Review and approval will or potentially will be required from the following agencies:

Los Angeles County Sanitation District for sewer connections/
improvements.

Southern California Edison, Southern California Gas Company for additional service
connections.

Los Angeles County Flood Control District form easements across channel

Los Angeles County Fire Department for Fire Access and Plan Check

Rivers and Mountains Conservancy for project funding and design review

EVALUATION OF ENVIRONMENTAL IMPACTS

I. Land Use and Planning.

(a-e) No Impact.

The proposed project does not conflict with the City's General Plan in that it designates the property for single-family residential development and the Zoning Ordinance, the implementing document for the General Plan, provides for the establishment of parks in the R-1 zone of which this property is a part.

The proposed Center will not conflict with any environmental plan or policies since none exist for the area or are affected by the area.

The project does not affect any agricultural resources or operations since there are none in the vicinity of the project. Also, the project will not disrupt the physical arrangement of established communities since it will be constructed on a vacant and undeveloped site. No residential neighborhoods will be affected and no streets will be added, closed, re-aligned or widened.

The project will be compatible with existing land uses in the area since it will be surrounded by school athletic and playground fields to the west and north and separated from the residential neighborhood to the east by the Puente Creek channel. It is also separated from the industrial uses on the south by Nelson Avenue. In addition, the project will be architecturally compatible with the purpose and intent of the Center by incorporating Southwest architectural elements that are consistent with the City's General Plan Design Element.

II. Population and Housing

(a-c) No Impact.

The proposed project will not affect local or regional population estimates or induce growth since it is not in and does not affect any residential areas. In addition the project will not cause the construction, demolition, removal, reduction or displacement of any housing.

III. Geological Problems.

(a,d,e,f,i) No Impact.

The project will not expose people to fault ruptures since no fault zones are within the vicinity of the property. The closest fault to the site is the Puente Hills fault which is approximately 1.5 miles from the property.

The project is not located within a volcanic, seiche, or tsunami hazard zone and there are no unique geologic or physical features on the project site.

The topography of the site and the surrounding area is relatively flat and therefore does not present the possibility of landslides or mudslides during or after periods of heavy precipitation.

The Center will consist of a public restroom and a open-sided patio structure for interactive and static displays. No basement or subterranean levels are proposed. Therefore, given the relatively small size of the buildings and the maintenance of the general existing contour of the surrounding ground, construction grading will not be significant and no increase in erosion potential or instability of soils will result from the project.

(b,c,g,h) Less than Significant Impact

Although the subject property is not in danger of a fault rupture, the proximity of the Puente Hills fault, the Elysian Park thrust fault which this area overlies, and other faults in the region have the potential of generating strong earth motion on the subject property. The project site has also been identified by the California Department of Conservation, Mines and Geology Division to be subject to soil liquefaction and subsidence during seismic shaking. In addition, expansive soils are prevalent in the area and may be present on the property. However, it is not anticipated that these factors will expose people to undue danger because the buildings will comply with specific compaction and building foundation requirements set forth by the Uniform Building Code to address such potential.

IV. Water.

(a,b,c,d,f,g,h,i) No impact.

The subject property is not within the 100- or 500 year flood plain and is not located in the inundation area of Whittier Narrows Dam or Santa Fe Dam should either of these dams fail, but the property is located in the inundation area of the Puddingstone Dam in San Dimas. However, the establishment of the Nature Center does not increase exposure of people to flood hazards since the potential for inundation already exists and since the project is intended to serve schools and the population in the surrounding area that are also subject to inundation. In addition, the project will not have growth inducing impacts to cause more people to be exposed to flood hazards.

The project will result in the over-covering of up to 15,000 square feet of ground area which has the potential of reducing the amount of precipitation percolation into the ground. However, the Center will include drainage systems designed to capture runoff from impermeable surfaces and allow percolation of precipitation on-site through the use of permeable pavement in the parking lot and catchment basins. In keeping with its environmental education purpose, it is the goal of the project to provide a model of National Pollution Discharge Elimination System (NPDES) concepts.

V. AIR QUALITY

(a-d) No Impact.

Due to the relatively small size and the nature of the proposed facility, it will not have the capacity to alter air movement, moisture, or temperature, or cause any change in climate. The project will generate only a small amount of vehicle trips in that most of the anticipated visitors will be school children that will be transported to the site by bus. In addition, since the project is a nature learning/activity center, it will not create objectionable odors or expose people to pollutants that may cause adverse reaction by sensitive receptors.

VI. TRANSPORTATION/CIRCULATION

(a) Less than Significant Impact.

The project is expected to generate additional traffic on Nelson Avenue, which is classed as a local collector highway by the Circulation Element of the General Plan. There are no studies available to the City that would provide precise data on the traffic generation of a facility of this type. Regional parks, to which the proposed facility is most comparable, draw approximately 20 vehicles per day per acre, according to the *San Diego Traffic Generators Manual*. Since the proposed Center is not an active recreation park but a special educational venue, it is anticipated that traffic will not exceed this number, and as such the project will have only a nominal affect on overall traffic volumes on Nelson Avenue.

(b-f) No Impact.

The project has adequate vehicular access through the existing street system. The project will be reviewed by the Los Angeles County Fire Department to insure compliance with firelane access requirements of the Fire Code.

The project is anticipated to generate parking demand. The La Puente Municipal Code does not provide a parking standard for a facility of this type, but based on the traffic generation estimate above, parking demand should be very low. The greater concern would be for driveway and parking facilities for school buses that may be bringing students to the facility. The Hacienda La Puente School District has proposed a reciprocal ingress/egress and parking agreement so that parking and driveway facilities can be shared with the adjacent Nelson School and minimize duplication on each of the properties.

Nothing in the location of the project suggests that it would pose a hazard to either vehicular or pedestrian traffic. In addition, the project is not of a size, nature or location that would require changes to existing programs or policies pertaining to alternative transportation services. Finally, the project will not affect rail, water, or air transportation since there are no rail, waterborne, or air transportation facilities within the service area and since the anticipated users

of the facility live within the community and will arrive at the facility by personal vehicle or by school bus.

VII. BIOLOGICAL RESOURCES

(a-e) No Impact.

The project site is a vacant lot an urbanized area. The site is has been used in the recent past as a parking lot for users of the athletic fields in the adjacent school grounds. Having been used for this purpose, the site is not in a natural state and does not include any natural wetlands or riparian habitats. The project will therefore not endanger or threaten any plant or animal life including any known endangered, threatened or rare species or their habitats. In addition, the project will not interfere, disperse or otherwise affect animal migration corridors.

VIII. ENERGY AND MINERAL RESOURCES.

(a-c) No Impact.

The project is of a scale and nature that it will not conflict with energy conservation plans or substantially impact energy resources. There are no known mineral resources on the property that would be lost or made unavailable or inaccessible by the project.

IX. HAZARDS.

(a-e) No Impact.

The proposed development is of a size and nature that it will not present a risk of explosion or release of hazardous substances. In addition, grading and construction activities will be confined to the area immediately around the project site, and therefore no emergency services and response plans will be affected. The Center itself will not expose people to new hazards other than those hazards associated with construction activity and will be constructed in compliance with fire and building code regulations.

X. NOISE.

(a-b) Less Than Significant Impact.

Noise associated with grading and construction activity will result in an increase in short-term noise levels and on occasion, severe noise levels. Since existing City codes prohibit outdoor construction activities between the hours of 8:00 p.m. and 7:00 a.m. Monday through Friday and on weekends and holidays, the daycare facilities will not benefit from code restrictions; however,

such activities will be temporary and relatively brief given the small scope of the construction of buildings and hardscape.

The project site is approximately 80 feet from the daycare facilities at Nelson School on the west, 100 feet from single-family residents across the Puente Creek on the east and 450 feet from single-family residents to the north. Actual grading and construction activities may be closer to the daycare facilities in that the City and School District are exploring the possibility of providing reciprocal driveway and parking facilities which would entail the development of a portion of such facilities on the Nelson School property.

XI. PUBLIC SERVICES

(a-d) No Impact.

Since the project is an extension of existing community center activities, no new fire, police, or school services will be required.

(e) Less Than Significant Impact

The new Center will require additional staff in order to operate. The operational plan calls for the addition of one full-time recreation coordinator, two part-time recreation specialists, and up to six part-time recreation leaders. The need for these positions has been recognized and they will be included in the operating budget for the Center once it is completed.

XII. UTILITIES AND SERVICE SYSTEMS

(a-g) No Impact.

Southern California Edison (SCE) will provide electrical service and Southern California Gas Company will provide natural gas service to the project site. The proposed project is not anticipated to create any adverse impacts for either service.

Verizon and Adelphia provide telephone and cable television service to the project site, respectively. Significant changes to the existing services will not be necessary as a result of this project.

Adequate water service is available from La Puente Valley Water Company through existing water mains. "Low flow" water fixtures, pursuant to adopted plumbing codes, will be required.

Sanitary sewer service is maintained by the Los Angeles County Sanitary District. Because of the nature and relatively small size of the project, it is not anticipated that waste water discharge from the project will result in adverse impacts upon the systems capacity to handle the additional discharge.

Existing storm drain facilities are adequate to serve the proposed development. The project will be subject to the requirements of the National Pollution Discharge System (NPDES) which will reduce impacts to the storm water drainage system. The City's existing solid waste disposal franchise service (Valley Vista Services) will provide for disposal of solid waste generated by the proposed project and document the amount of wastes being introduced into local landfills.

XIII. AESTHETICS

(a-c) No Impact.

There are no scenic highways or vistas in the vicinity of the project site and the proposed building will be designed with Spanish Colonial/Mediterranean architectural elements as required by the City's General Plan Design Element.

XIV. CULTURAL RESOURCES

(a-e) No Impact.

The project is not anticipated to alter or destroy any known paleontological, archaeological or historical resources since none have been identified on the property or adjacent properties. There have not been any recorded data regarding discovery of historical artifacts on the property and therefore no impacts are anticipated. In addition, the project does not have the potential to affect any unique ethnic cultural values since no cultural resources have been identified with the site.

XV. RECREATION

(a, b) Less Than Significant Impact.

The proposed project will increase the users of La Puente Park, the community center and introduce new users for the Youth Learning/Activity Center. However, the increase is expected and incorporated into the operational plan for the Park Master Plan.

XVI. MANDATORY FINDINGS OF SIGNIFICANCE

(a) No Impact.

The project site does not contain any rare or endangered plants or animals, sensitive habitats of fish or wildlife species or cultural or historical resources. The project therefore does not have the potential to degrade the environment in this regard and will

not cause fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or pre-history since no such resources and habitats are in the project area.

(b) No Impact.

The proposed project does not have the potential to achieve short-term to the disadvantage of long term impacts because of its relative small nature and lack of significant long term impacts. Mitigation measure and conditions of the project will ensure short-term effects will be temporary.

(c) No Impact.

The project involves the development of a youth activities center that will be operated in conjunction with the existing community center at La Puente Park and is therefore in compliance with the current land use and zoning designations.

(d) No Impact.

Previous sections reviewed the proposed project's potential impacts related to noise, air pollution, health, safety, traffic and other issues. As explained in these previous sections, the project will not result in significant impacts related to these issues.

XVII. EARLIER ANALYSIS

Not Applicable.

CITY OF LA PUENTE
NOTICE OF INTENT
TO ADOPT A NEGATIVE DECLARATION

I. PROJECT DESCRIPTION

Title: Puente Creek Nature Education Center

File No.: N/A

Location: Between Nelson Elementary School and Puente Creek, La Puente,
CA 91744

Lead Agency Division/Department
Responsible for Proposed Project: Community Development Department

Address: 15900 East Main Street
La Puente, CA 91744

Contact Person: Gregg Yamachika **Telephone:** (626) 855-1500

Description: The City of La Puente intends to acquire a vacant 41,630 square foot parcel located on the north side of Nelson Avenue between Nelson Elementary School, 330 N. California Avenue, and Puente Creek. The property is roughly triangular in shape and is flat and undeveloped. The City wishes to develop a Nature Education Center on the property to provide the local community as well as the students of the surrounding school districts the opportunity to learn about environmental issues that face our communities. The educational features that will be offered will include a Nature Walk, which will focus on flora native to Southern California, and interactive displays under a protective patio cover. The nature walk will provide interpretive, informational signage regarding plant characteristics. Along the walk, interactive displays pertaining to the environment, conservation, and resource protection will be provided to enhance the learning experience. In keeping with the environmental theme, pervious paving material will be utilized in the construction of the on-site parking lot in order to reduce the on-site runoff and to serve as a demonstration project to illustrate how parking lots and other hardscape surfaces can be ecologically sensitive.

Financing for the acquisition of the property and development of the site will be from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy.

II. PUBLIC AVAILABILITY AND COMMENT PERIOD

The public review and comment period for this proposed Negative Declaration is from February 16 to March 8, 2004. The Lead Agency must receive all written comments on the Negative Declaration by 5:00 p.m. on March 8, 2004. The proposed Negative Declaration and all supporting references and studies are on file and may be reviewed in the office listed above.